

**INVITATION FOR BIDS**

**IFB**

IFB # KS00861

**Issue Date:** 9/15/11

**Title:** Masonry/Concrete Services

**Commodity Code:** 91455

**Issuing Agency:** Commonwealth of Virginia  
Southside Virginia Training Center  
POB 4030  
Petersburg, VA 23803

**Using Agency And/Or Location  
Where Work Will Be Performed:** Southside Virginia Training Center  
26317 W. Washington St.  
Petersburg, VA 23803

**Period of Contract:** From October 1, 2011 Through September 30, 2013

**Sealed Bids Will Be Received Until:** 9/28/11 @ 2:00 PM For Furnishing The Service  
Described Herein And Then Opened in Public.

All Inquiries For Information Should Be Directed To:

**Becky Morris, Contract Officer** Phone #: 804-524-7176

**IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE  
HAND DELIVERED, DELIVER TO: Building #78, Room 241.**

In Compliance with This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers  
And Agrees To Furnish The Service At The Price(s) Indicated In **Section 8.0, Pricing Schedule.**

**Name and Address of Firm:**

_____	Date: _____
_____	By: _____ (Signature In Ink)
_____	Name: _____ (Please Print)
E-Mail Address: _____	Title: _____
FEI/FIN NO. _____	
Fax Number: ( ) _____	Telephone Number: ( ) _____

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4300/2.2-4343 or against bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

**INTRODUCTION:** The Department of Behavioral Health and Developmental Services Campus is located on a 720 acre tract outside Petersburg, Virginia and consists of three Agencies of the Commonwealth of Virginia. The Campus houses the patient and residential populations of Central State Hospital, a psychiatric inpatient treatment facility; Southside Virginia Training Center, a facility for the care and training of the mentally and developmentally disabled, and Hiram W. Davis Medical Center, an acute care facility. Southside Virginia Training Center is the facility initiating this contract. Although SVTC is initiating this contract, CSH and HWDMC shall also be authorized to utilize the contract.

**1.0 PURPOSE**

The intent and purpose of this Invitation For Bids (IFB) is to establish a contract with one (1) qualified source to provide masonry/concrete services on an as needed basis to Southside Virginia Training Center, hereinafter called the Agency, an agency of the Commonwealth of Virginia.

- 2.0 SCOPE OF WORK:** Contractor shall furnish all labor, supervision, equipment, tools, materials (including concrete, brick, block and flagstone), parts, and transportation necessary to provide masonry/concrete services. **The successful bid will be awarded to the contractor meeting the following criteria: having a minimum of fifteen (15) years of masonry, concrete and/or brickwork experience amounting to 90% of his daily work.**

**2.1 Brick/Block**

Brick and block construction services shall include performance of the following in relation to maintenance and/or remodeling/renovation work both interior and exterior.

The above materials shall be provided in accordance with the Agency specifications and billed to the Agency at fair market value. Such services shall be billed as time and materials as stated in accordance with the hourly pricing schedule (see Section 8.0).

Work shall include, but not be limited to the following:

- a. Demolition, cleanup and removal of existing brick and block walls, partitions, floor, walks and structures.
- b. Construction of brick or block walls, partitions, floors, walks and structures including glass block using established industry practices.

- c. Pointing ups and repairs to brick and block walls, partitions, floors, walks and structures as directed and required.
- d. Repair to and/or replacement of flagstone walkways and patio areas as required and directed.

### **Concrete:**

Work shall include, but not limited to the following:

- a. Forming, preparing, pouring and finishing new sections of concrete curbing, walkways, walls and flooring as directed and required using established industry standards and practices.
- b. Patching and repairing of concrete surfaces and structures as directed and required using established industry standards and practices.
- c. Concrete expansion joint repairs and replacement.
- d. Repairs to exterior stucco applications as required and directed. Contractor duties may include repair and painting of stone work.

- 2.2 All concrete shall be a minimum of 3000 lb. with fiberglass reinforced.
- 2.3 Contractor may be required to use scaffolding and/or swing stages at various times. Contractor shall own or have the ability to obtain both scaffolding and swing stage.
- 2.4 Contractor shall have sufficient resources to be able to respond to more than one job at any given time.
- 2.5 The Contractor shall be familiar with and have the ability to perform, all work associated with the above requirements. The Contractor shall be able to do minor carpentry work as directly related to work.
- 2.6 Agency will be responsible for obtaining all building permits.
- 2.7 Installation shall be in accordance with all local, state and federal building codes.
- 2.8 Contractor shall have a point of contact (i.e. voice mail, answering service) where messages can be left. There shall be a response within 24 hours to messages which are left. Repeated failure to respond may result in termination of contract.
- 2.9 Non-emergency services shall be performed during normal working hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, state holidays excluded. The Contractor shall bill the Agency for overtime at the rate of one and a half (1 ½) times the hourly rate as

indicated in the Pricing Schedule (Section 8.0). Services provided outside of the normal working hours shall be performed at the overtime rate. Note: All overtime shall be authorized by the Agency in advance. Emergency services shall be performed as required regardless of date or time. Emergency services during state holidays and weekends shall be performed at the overtime rate stated above.

- 2.10 Contractor shall not charge for travel time. Hourly rates shall apply only to actual time work is performed on site. Contractor shall check in and out with Agency Representative and will note actual hours work performed to be utilized in verifying accuracy of invoices, if required.
- 2.11 All work which does not meet the Agency's approval shall be corrected within two (2) working days.
- 2.12 Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person to the Agency. Contract Representative:

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Name	Telephone	Email Address
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|------|---|--|
| 2.13 | Damages to property caused by the Contractor's negligence shall be repaired at no cost to the Agency.   |  |
| 2.14 | The Agency's representative is David Bowe, Buildings and Grounds, telephone, 804-524-7489.  |  |
| 2.15 | Due to the nature of the environment, all doors, gates, cabinets, enclosures and vehicles shall be closed and locked if unattended. No tools and equipment shall be left unattended in patient areas, or any area where access is unregulated.  |  |
| 2.16 | If agency designates the okay as an emergency, Contractor shall perform services within a maximum response time of one hour. In the event that an emergency arises and the Contractor cannot respond four (4) hours, Agency reserves the right to procure services from another source and may affect the Contractor's overall performance evaluation for consideration of contract renewals. For non-emergency projects, response time shall be as required, depending on the urgency of the project, within a maximum of five (5) days. |  |
| 2.17 | Upon request , Contractor shall provide a list of at least six (6) concrete/block jobs performed in the past year. Data sheet references should be for same type of work (see attachment A)   |  |

- 2.18 Contractor's performance will be evaluated based upon its ability to meet the requirements of this solicitation, overall dependability, flexibility, overall quality of workmanship of services provided.
- 2.19 **OPTIONAL SITE INSPECTION:** An optional site inspection may be scheduled by calling Mr. David Bowe, 804-524-7489 (office) or 400-4611 (cell). The purpose of this site visit is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders having a clear understanding of the specification/scope of work and requirements for this solicitation, conducting a site inspection is highly recommended but not a prerequisite for submitting a bid.

### 3.0 GENERAL TERMS AND CONDITIONS

#### 3.1 **Vendor's Manual:**

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendor's Manual. A copy of the manual is normally available for review at the Purchasing Office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

#### 3.2 **Applicable Law and Courts:**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

#### 3.3 **Anti-Discrimination:**

By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate

accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, 2.2-4343.1E*)

-In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**3.4 Ethics In Public Contracting:**

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**3.5 Immigration Reform And Control Act Of 1986:**

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**3.6 Debarment Status:**

By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**3.7     Antitrust:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**3.8     Mandatory Use Of State Form And Terms And Conditions For IFBs and RFPs:**

1.     (For Invitation For Bids): Failure to submit a bid on the official State form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation For Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price or delivery. No modification of or additions to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.
2.     (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**3.9     Clarification of Terms:**

If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**3.10    Payment:**

1.     **To Prime Contractor:**

- a.     Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employee identification number (for proprietorships, partnerships, and corporations).
- b.     Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or

delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of the payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not instate legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, Section 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - 2) To notify the Agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A



Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**3.11 Precedence Of Terms:**

The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**3.12 Qualifications Of Bidders:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the good(s) and the Bidder/Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy the Commonwealth that such Bidder/Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.

**3.13 Testing And Inspection:**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**3.14 Assignment Of Contract:**

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

**3.15 Changes To The Contract** - Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

**3.16 Default:**

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**3.17 RERSERVED**

**3.18 RESERVED**

**3.19 RESERVED**

**3.20 Insurance:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the Contract, it will have the following insurance coverage at the time the contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporate Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation --Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contracts who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability -- \$100,000.
3. Commercial General Liability -- \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability -- \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract).
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants,

Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations):

--\$1,925,000 per occurrence, \$3,000,000 aggregate

Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008, - \$2,000,000. This complies with 8.01-581.15 of the Code of Virginia

**3.21 Announcement of Award:**

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

**3.22 Drug-Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession use of any controlled substance or marijuana during the performance of the contract.

**3.23 Nondiscrimination of Contractors:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

**3.24 eVA Business-to-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase

order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**3.25 Availability of Funds:**

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**3.26 Bid Price Currency:**

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**3.27 Authorization To Conduct Business in the Commonwealth:**

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**4.0 SPECIAL TERMS AND CONDITIONS**

**4.1 Advertising:**

In the event a Contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Agency will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Agency has purchased or uses any of its products or services, and the contractor shall not include the Agency in any client list in advertising and promotional materials.

**4.2 Audit:**

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to the right to examine any of said materials during said period.

**4.3 Award:**

The Commonwealth will make the award on a total price basis of the hypothetical scenario included in Section 7.0 to the lowest responsive and responsible Bidder. The Commonwealth reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids in whole or in part, to waive informalities and to delete items prior

to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in the best interest.

**4.4 Bid Acceptance Period:**

Any bid resulting from this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**4.5 Cancellation of Contract:**

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract Cancellation Notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**4.6 Final Inspection:**

At the conclusion of the work, the Contractor shall demonstrate to the authorized Agency representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

**4.7 Identification of Bid/Proposal Envelope:**

If a Special Envelope is not furnished, or if return in the Special Envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder/Offeror	Due Date	Time
<hr/>		
Street or Box Number	IFB No./RFP No.	
<hr/>		
City, State, Zip Code	IFB/RFP Title	
<hr/>		
Name of Contractor/Purchasing Officer or Buyer		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the Special Envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

**4.8     Inspection of Job Site:**

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Agency.

**4.9     Prime Contractor Responsibility:**

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**4.10    Renewal of Contract:**

This Contract may be renewed by the Commonwealth for three(3) successive one (1) year periods under the terms and conditions of the original Contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1.     If the Commonwealth elects to exercise the option to renew the Contract for an additional one (1) year period, the Contract price(s) for the additional one (1) year shall not exceed the Contract price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.
2.     If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the Contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous one (1) year renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

**4.11    Subcontracts:**

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.



**4.12 Protection of Persons and Property:**

1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the work.
2. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
3. The provisions of rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under *Title 40.1* of the Code of Virginia shall apply to all work under this Contract.
4. The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the Agency's property from injury or loss arising in connection with this Contract. He/She shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the Agency. He/She shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its Owners. He/She shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract documents or erected for the fulfillment of his/her obligations for the protection of persons and property.
5. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor without special instruction or authorization from the Agency shall act, at his/her discretion, to prevent such threatened loss or injury. Also, should he/she, to prevent threatened loss or injury, be instructed or authorized to act by the Agency, he/she shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by [Paragraph 4.15](#), of the General Terms and Conditions.

**4.13 Use of Premises and Removal of Debris:**

1. The Contractor shall:
  - a. Perform his/her Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
  - b. Store his/her apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his/her work or the work of any other Contractor; and
  - c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
2. The Contractor expressly undertakes, either directly or through his/her Subcontractor(s), to effect all cutting, filling, or patching of his/her work required

to make the same conform to the drawings and specifications, and except with the consent of the Agency, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the Contract.

3. The Contractor expressly undertakes, either directly or through his/her Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his/her operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
4. The Contractor expressly undertakes, either directly or through his/her subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his/her operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to thoroughly clean all glass installed under the Contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the Agency may do so and charge for costs thereof to the Contractor.
5. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the Contract documents.
6. The Contractor shall not operate or disturb the settings of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Agency. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Agency.

**4.14 Tobacco-Free Workplace:** During the performance of this contract, the contractor agrees to adhere to the facility's tobacco-free workplace policy. No later than October 10, 2007, tobacco use will be prohibited on facility grounds and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including in their personal vehicles when located on [facility](#) grounds.

**4.15 State Corporation Commission Identification Number:** Pursuant to *Code of Virginia, 2.2-4311.2* subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission

(SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- 4.16 Authorized Users:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract and mutual agreement. Such modification shall name the specific agency added or deleted and the effective date.
- 4.17 Bid Prices:** Bid prices shall be in the form as specified in the Pricing Schedule.
- 4.18 Confidentiality:** The Contractor shall adhere to the rules and regulations promulgated by the Department of Behavioral Health and Developmental Services and the Joint Commission regarding safeguarding the confidentiality of client related information during and after the term of the contract.
- 4.19 Criminal Convictions:** By submitting their bids, bidders certify that they and their employees that will be performing services under this contract are free of any criminal conviction that indicates a behavior that may pose a risk or threat to the Commonwealth. Verification of certification shall be made available to Agency upon request within ten (10) working days.
- 4.20 Qualifications and Requirements of Bidder:**
1. Bidder shall complete and return entire bid package including all attachments using the enclosed bid label.
  2. Bidder shall include names and addresses of six local firms as references for which service described within were provided during the last twelve (12) months. (see attachment A).
  3. Bidders shall only be contractors, which routinely provide concrete/masonry services 90%.
  4. Bidder and/or his employees shall be competent, experienced, and qualified in concrete/masonry services. Bidder shall provide evidence of sufficient and fully trained workforce to perform the services as described within.

5. Bidder shall submit a copy of all licenses.
6. Bidder shall be eVA registered.
7. Bidder shall complete the attached Small Business Subcontracting Plan.

Failure to submit all requested information may cause the bid to be considered responsive

- 4.21 Warranty:** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty shall be furnished at the request of the Agency.
- 4.22 Work Site Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- 4.23 Contractor's Title to Materials:** No materials or supplies for the work shall be purchased by the Contractor or by an Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants t hat he has clear title to all materials and supplies for which he invoices for payment.
- 4.24 Delivery and Storage:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- 4.25 Work Estimates:** Under this time and materials contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract.
- 4.26 Contractor Registration:** If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by Bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the Bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy five hundred dollars (\$7,500) or more (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) but less than seventy thousand dollars (\$70,000), the bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or

more but less than seventy five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

- a. Licensed Class A Virginia Contractor No. \_\_\_\_\_  
Specialty \_\_\_\_\_
- b. Licensed Class B Virginia Contractor No. \_\_\_\_\_  
Specialty \_\_\_\_\_
- c. Licensed Class C Virginia Contractor No. \_\_\_\_\_  
Specialty \_\_\_\_\_

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the Commonwealth in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the **Code of Virginia** (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

- 4.27 Small Business Subcontracting and Evidence of Compliance:** It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

**5.0     Late Bids:** To be considered for selection, bids must be received by the issuing agency by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. Use of the supplied label is suggested. The Agency is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the campus mail system. It is the sole responsibility of the bidder to insure that its bid reaches the issuing agency's office by the designated date and hour. Bid receipts and openings scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

**6.0     METHOD OF PAYMENT :** Contractor will be paid monthly in accordance with itemized invoices submitted for all of previous month's service. All invoices shall include the following:

- a.        Contract Number
- b.        Complete description of services provided
- c.        Date services provided
- c.        Total amount due for month.

Invoices shall be submitted to Mr. David Bowe, Buildings and Grounds Department, Southside Virginia Training Center, P.O. Box 4030, Petersburg, VA 23803. Agency will make payment within 30 days of receipt of accurate and complete statements as described above.

- 7.0 BID EVALUATION PROCEDURE:** Bids shall be evaluated on the basis of rates set forth by the Bidder in PRICING SCHEDULE. The low bidder shall be determined by the total billing for the following hypothetical scenario billing.

THE BIDDER IS **NOT** TO FILL IN THE BLANKS INDICATED BELOW – FOR INFORMATIONAL PURPOSES ONLY!!!

1 each, 375 sq. ft. new side walk @ \_\_\_\_\_ sq. ft. = \_\_\_\_\_

1 each, 375 sq. ft. replacement side walk @ \_\_\_\_\_ sq. ft. = \_\_\_\_\_

1 each 100 lin. Ft new curb & gutter @ \_\_\_\_\_ lin. ft. = \_\_\_\_\_

1 each 100 lin. ft. replacement curb & gutter @ \_\_\_\_\_ lin. ft. = \_\_\_\_\_

1 each 6" 600 sq. ft. new concrete slab @ \_\_\_\_\_ sq. ft. = \_\_\_\_\_

1 laborer @ 120 hours x \_\_\_\_\_ hr rate = \_\_\_\_\_

1 concrete finisher @ 120 hours x \_\_\_\_\_ hr. rate = \_\_\_\_\_

1 mason @ 120 hours x \_\_\_\_\_ hr. rate = \_\_\_\_\_

1 foreman @ 120 hours x \_\_\_\_\_ hr. rate = \_\_\_\_\_

Total Scenario = \_\_\_\_\_

- 8.0 **PRICING SCHEDULE:** The Contractor agrees to provide services in compliance with the Scope of Work and terms and conditions of this Invitation For Bid. Bid Prices shall be complete.

**BIDDERS MUST COMPLETE THIS PAGE**

**BID FORM**

**Installation Rates** (to include labor and materials)

Price per square foot for replacement of existing sidewalk \$\_\_\_\_\_

Price per square foot for new sidewalk \$\_\_\_\_\_

Price per linear foot for replacement of curb and gutter \$\_\_\_\_\_

Price per linear foot for new curb and gutter \$\_\_\_\_\_

New 4" per square foot new concrete slab \$\_\_\_\_\_

New 6" per square foot new concrete slab \$\_\_\_\_\_

New 8" per square foot new concrete slab \$\_\_\_\_\_

**Labor Rates without Materials**

Laborer hourly rate \$\_\_\_\_\_

Concrete Finisher hourly rate \$\_\_\_\_\_

Mason hourly rate \$\_\_\_\_\_

Foreman hourly rate \$\_\_\_\_\_



Attachment A

Pg. 1 of 3

**VENDOR DATA SHEET**

*Please fill out the following information as complete as possible. This information will enable us to verify all current Vendor Profiles. . If further information is needed, contact the Purchasing Office at (804)524-7176.*

Vendor Name: \_\_\_\_\_ Trade Name: \_\_\_\_\_

DUNS Number: \_\_\_\_\_ FEIN Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Service Area of Business: \_\_\_\_\_

Ordering Address: \_\_\_\_\_

Ordering Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Invoice Address: \_\_\_\_\_

Invoicing Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Solicitation Address: \_\_\_\_\_

Solicitation Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Commodities: \_\_\_\_\_

**SWAM Information - Please mark as applicable.  
REPRESENTATION AND CERTIFICATION**

**Small Business:** Vendor certifies that it [ ] is, [ ] is not, a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which independently owned and operated, has either fewer than 100 employees or less than \$1,000,000.00 in annual gross receipts.

**Woman-Owned/Controlled:** Vendor certifies that it [ ] is, [ ] is not, a business enterprise at least 50% of which is owned by females or in the case of a publicly owned business at least 51% of the stock of which is owned by females.

**Minority-Owned/Controlled:** Vendor certifies that it [ ] is, [ ] is not, a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons included, but are not limited to Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT A  
VENDOR DATA SHEET**

**Pg. 2 of 3**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive

1. **Qualification:** The Vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. **Vendor Information:**

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation or Partnership

Social Security Number: \_\_\_\_\_ If Individual

5. Indicate below a listing of at least six (6) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

**ATTACHMENT A  
VENDOR DATA SHEET**

**Pg. 2 of3**

- C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_
- D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment C**  
**State Corporation Commission Form**  
**Virginia State Corporation Commission (SCC) registration information. The bidder:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_  
**-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

